| | AWA | RD/CONTRACT | 1. This Contr | act Is A Rat S (15 CFR ' | | | Rating _{DXA4} | Page 1 | Of 32 |
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| 2. Con | tract (Proc. I | nst. Ident) No. | 3. Effective D | | (00) | 4. Requ | uisition/Purchase Reques | t/Project No. | |
| W56HZ | V-07-C-0458 | 3 | | 2007JUN22 | | | SEE SCH | EDULE | |
| 5. Issue | | | Code W56HZV | | nistered By | (If Other | Than Item 5) | Code | e _{SCN01A} |
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| | | N (586)574-6966 N 48397-5000 | | OTTAWA | , ONTARIO | CN K2I | P 2L6 | | |
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| | | HEILA.J.NEIDELMAN@US.ARMY.MII | | | SCD | P P | AS NONE A | DP PT HQ0337 | 7 |
| 7. Nam | e And Addre | ss Of Contractor (No. Street, City, | County, State, A | nd Zip Code | 8. | . Delivery | | | |
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| | . Item No. | 15B. Schedule Of Supplie | | ACRN: | | 4930AC9I | | S20113 W56HZV | |
| | CHEDULE | CONTRACT TYPE: | s/services | 15C. Quantity 15D. Unit 15E. Unit Price 15F. Amount KIND OF CONTRACT: | | | | | |
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| | | | 16.7 | Table Of Co | | otai Amo | unt Of Contract | \$167,994. | 00 |
| (X) | Section | Description | Page(s | | Section | | Description | | Page(s) |
| (21) | Section | Part I - The Schedule | 1 age(| (21) | Part II - C | Contract (| | | 1 agc(3) |
| X | A | Solicitation/Contract Form | 1 | Х | I | Contra | act Clauses | | 25 |
| Х | В | Supplies or Services and Prices/O | Costs 3 | | Part III - 1 | List Of D | ocuments, Exhibits, And | Other Attachm | ents |
| Х | C | Description/Specs./Work Stateme | ent 6 | | J | List of | Attachments | | |
| X | D | Packaging and Marking | 7 | | Part IV - 1 | Represen | tations And Instructions | | |
| Х | E | Inspection and Acceptance | 14 | | K | _ | sentations, Certifications | , and | |
| X | F | Deliveries or Performance | 16 | | | | Statements of Offerors | | |
| Х | G | Contract Administration Data | 22 | | L | | , Conds., and Notices to | Offerors | |
| Х | Н | Special Contract Requirements | 23 | Com-1-4 T | M | | ation Factors for Award | | |
| 17 X | Contracts: | | ting Officer Will | | | | ncable not required to sign this d | logument \ V | n offen en |
| | | 's Negotiated Agreement (Contra document and return 2 signed co | | | vara (Contr n Number | ractor is n | | uding the addition | |
| | | tractor agrees to furnish and delive | | changes n | ade by you | | lditions or changes are so | et forth in full al | bove, is |
| or perform all the services set forth or otherwise identified above | | | | | | | s listed above and on any | | |
| and on any continuation sheets for the consideration stated herein. | | | | | | | act which consists of the | | |
| The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this | | | | | | | and your offer, and (b) the is necessary. | ns awaru/contra | act. No |
| award/contract, (b) the solicitation, if any, and (c) such provisions, | | | | | | | , | | |
| | | tifications, and specifications, as an | | | | | | | |
| or inco herein. | | reference herein. (Attachments are | e ustea | | | | | | |
| | _ | e Of Signer (Type Or Print) | | 20A. Nam | e Of Contra | acting Of | ficer | | |
| | | G (VI | | FREDI | RICK T. SE | EBURGER | | 2005 | |
| 100 27 | | | D. 1. C'. | | | | S.ARMY.MIL (586)574-8 | | <u>G*1</u> |
| 19B. N | ame of Contr | actor 19 | 9c. Date Signed | ZUB. Unit | ed States Of | ı America | ı | 20C. Date | Signed |
| By | | | | By | /5 | SIGNED/ | | 2007JUN2 | 12 |
| (Si | | erson authorized to sign) | | (Sign | ature of Co | ontracting | | | |
| NSN 7 | 540-01-152-80 |)69 | | 25-106 | | | Standard Form 20 | δ (Rev. 4-85) | |

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-C-0458

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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORPORATION

SECTION A - SUPPLEMENTAL INFORMATION

| | Regulatory Cite | Title | Date |
|-----|------------------------|---------------------|----------|
| A-1 | 52.204-4850 (TACOM) | ACCEPTANCE APPENDIX | MAR/2006 |

- (a) Contract Number W56HZV-07-C-0458 is awarded to Canadian Commercial Corporation (Honeywell ASCa Inc.). The Government accepts your original proposal and Final Proposal Revision (FPR) dated June 04, 2007 in response to Solicitation Number: W56HZV-07-R-0428, signed by Ms. Julie Batten, Special Services Supervisor, of your company.
- (b) The contractor, in its proposal, provided data for various solicitation clauses, and that data has been added in this contract.
- (c) The contractor proposed delivery schedule of 405 days after award at a maximum rate of 20 Each per month, as reflected on Pages 3, 4, and Page 16, Para. F-7(d)(2), 52.242-4022, is applicable to this contract.
- (d) Any attachments not included within this document will be provided by TACOM-Warren directly to the administrative contracting officer (ACO) via e-mail, as required. Technical data packages that are only available on CD-ROM will be mailed by TACOM-Warren to the ACO. Within one week of this award, any office not able to obtain attachments from TACOM's website (https://contracting.tacom.army.mil/) and still requiring a copy, can send an email request to the buyer listed on the front page of this contract.
 - (e) The following Amendment(s) to the solicitation are incorporated into this contract: None

[End of Clause]

A-2 52.201-4000 TACOM-WARREN OMBUDSPERSON JAN/2006 (TACOM)

 $Information\ regarding\ the\ TACOM-Warren\ Ombudsperson\ is\ located\ at\ the\ website\ http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm$

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-C-0458}$ MOD/AMD

Page 3 **of** 32

| SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS SECTION 0/217 PART NR: 1026248-1 SECORITY CLASS: Unclassified DONE: CIRCUIT CLASS: Unclassified NOTE: CLASS: Unclassified NOTE: Conly the following Manufacturer Part Number 1s approved for this procurement: MER: HONEYMELL ASCA INC. CAGE: 07217 PART MOMERIE: 1026248-1 If you would like to become an approved source for future procurements; please review TACON's Company of the procurements; please review TACON's Company of the part of the procurements; please review TACON's Company of the part of the par | ITEM NO | SU | JPPLIES/SERV | ICES | | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
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| PROCESSION OF THE PROPERTY CLASS: Unclassified DOUGLAM PRODUCTION OUNTITY NOUN: CIRCUIT CASD ASSEMBLY PRON AND: 01 ACRN: AA AMS CD: 060011 NOTE: Only the following Manufacturer Part Number is approved for this producement: MRE: GOMENWILL ASCA INC. CASH: 07171 PART NUMBER: 1026248-1 If you would like to become an approved source for future producements, please review TACOM's Commettion Advocace Office source asproval process at https://contracting.tacom.acmy.mli/compmapt/commettion.btm (End of narrative B001) Packaging and Marking PACKAGING PACKING SPECIFICATIONS: SER PACKAGING REQUIREMENTS CLAUSE IN SECTION D UNIT FACE: 001 LEVEL PACKING: B Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Doliverica or Performance DOC SUPPL BELL CD MISTERP ACOR SIG CD MARK FOR TP CD 001 95GEVTOSSESSI W31GLZ J 2 ENEL REL CD OLDMATEY DEAL DATE 001 20 33-JUL-2008 002 20 29-AUG-2008 003 20 30-SEP-2008 | | SECTION B - SUPE | PLIES OR SERVIC | ES AND PRICES/COST | rs | | | | |
| NOUN: CIRCUIT CARD ASSEMBLY PRON: EMPY1344SH PRON AMD: 01 ACRN: AA AMS CD: 600101 NOTE: Only the following Manufacturer Part Number is approved for this procurement: MFR: HONEYMELL ASCA INC. CAGE: 07217 PART NUMBER: 1026248-1 If you would like to become an approved source for future procurements, please review TACOM's Competition Advocate Office source approval process at https://contracting.tacom.army.mil/compmgt/ competition.htm (End of narrative ROO1) PackMagning and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE IN SECTION D UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B IMASSECTION: Origin ACCEPTANCE: Origin Delivering or Performance DOC SUPPL REL CD MILSTRIP ADDR. SIG CD MARK FOR TP CD 001 MSSHZY/0533881 M31G1Z J 2 DEL REL CD OUANTITY DEL DATE 001 02 20 29-AUG-2008 003 20 30-SEP-2008 | 0001 | FSCM: 07217 PART NR: 102624 | 18-1 | | | | | | |
| PRON: EHTV1344EH PRON AMD: 01 ACRN: AA AMS CD: 060011 NOTE: Only the following Manufacturer Part Number is approved for this procurement: MFR: HONEYWELL ASCA INC. CAGE: 07217 PART NUMBER: 1026248-1 If you would like to become an approved source for future procurements, please review TACOM'S Competition Advocate Office source approval process at https://contracting.tacom.army.mil/compmgt/ competition.htm (End of narrative B001) Packaging.and_Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE IN SECTION D UNIT PACK: 001 LEVEL PRESENVATION: Military LEVEL PACKING: B Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 N56HZ/7053SS1 W31G1Z J Z DEL REL CD GUANTITY DEL DATE 001 20 31-JUL-2008 002 20 29-AUG-2008 | 0001AA | PRODUCTION QUAN | VTITY | | | 183 | EA | \$ 918.00000 | \$ 167,994.00 |
| approved for this procurement: MFR: HONEYWELL ASCA INC. CAGE: 07217 PART NUMBER: 1026248-1 If you would like to become an approved source for future procurements, please review TACOM's Competition Advocate Office source approval process at https://contracting.tacom.army.mil/compmgt/ competition.htm (End of narrative B001) Rackaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE IN SECTION D UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin Deliveries or Performance DOC SUPPL REEL CD MILISTIFF ADDR SIG CD MARK FOR TF CD 001 MSGHZV70538851 W31G1Z J 2 DEL REL CD QUANTITY DEL DATE 001 20 31-JUL-2008 002 20 29-AUG-2008 003 20 30-SEP-2008 | | PRON: EH7Y1344E | EH PRON AMD: | 01 ACRN: AA | | | | | |
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| 005 20 26-NOV-2008 | | 005 | 20 | 26-NOV-2008 | | | | | |
| 006 20 31-DEC-2008 | | 006 | 20 | 31-DEC-2008 | | | | | |

Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-0458

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| 007 20 30-JAN 008 20 27-FEB 009 23 31-MAR FOB POINT: Origin SHIP TO: (W31G1Z) XR W0L7 ANNISTON MUNITIONS CTI TRANS OFFICER 256 235 6837 CL 7 FFRANKFORD AVE BLDG #380 ANNISTON AL 3620: 0002 FSCM: 07217 PART NR: 1026248-1 SECURITY CLASS: Unclassified 0002AA Option Quantity NOUN: CIRCUIT CARD ASSEMBLY OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED LINE ITEM (52.217-400): The quantity stated for the option CLIN NOT Form a part of the basic contractual quantity. Part or all of it may, howeve be added to the contract by exercise of option clause, at the discretion of the Government. (End of narrative B001) NOTE: Only the following Manufacturer Parapproved for this procurement: MFR: HONEYWELL ASCA INC. CAGE: 07217 PART NUMBER: 1026248-1 If you would like to become an approved so future procurements, please review TACOM: Competition Advocate Office source approved at https://contracting.tacom.army.mil/compcompetition.htm | | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
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| PART NR: 1026248-1 SECURITY CLASS: Unclassified Option Quantity Noun: CIRCUIT CARD ASSEMBLY OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED LINE ITEM (52.217-4001) The quantity stated for the option CLIN NOT Form a part of the basic contractual quantity. Part or all of it may, howeve be added to the contract by exercise of option clause, at the discretion of the Government. (End of narrative B001) NOTE: Only the following Manufacturer Parapproved for this procurement: MFR: HONEYWELL ASCA INC. CAGE: 07217 PART NUMBER: 1026248-1 If you would like to become an approved so future procurements, please review TACOM'Competition Advocate Office source approvant https://contracting.tacom.army.mil/com | 3-2009 R-2009 FR L V | | | | |
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| OPTION QUANTITY, PURSUANT TO THE CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED LINE ITEM (52.217-4001) The quantity stated for the option CLIN NOT Form a part of the basic contractual quantity. Part or all of it may, however be added to the contract by exercise of option clause, at the discretion of the Government. (End of narrative B001) NOTE: Only the following Manufacturer Parapproved for this procurement: MFR: HONEYWELL ASCA INC. CAGE: 07217 PART NUMBER: 1026248-1 If you would like to become an approved so future procurements, please review TACOM's Competition Advocate Office source approved at https://contracting.tacom.army.mil/com | | 183 | EA | \$ 1,004.00000 | \$183,732.00 |
| ENTITLED OPTION FOR INCREASED QUANTITY- SEPARATELY PRICED LINE ITEM (52.217-4001 The quantity stated for the option CLIN NOT Form a part of the basic contractual quantity. Part or all of it may, howeve be added to the contract by exercise of option clause, at the discretion of the Government. (End of narrative B001) NOTE: Only the following Manufacturer Para approved for this procurement: MFR: HONEYWELL ASCA INC. CAGE: 07217 PART NUMBER: 1026248-1 If you would like to become an approved so future procurements, please review TACOM': Competition Advocate Office source approve at https://contracting.tacom.army.mil/com | | | | | |
| NOTE: Only the following Manufacturer Parapproved for this procurement: MFR: HONEYWELL ASCA INC. CAGE: 07217 PART NUMBER: 1026248-1 If you would like to become an approved so future procurements, please review TACOM's Competition Advocate Office source approve at https://contracting.tacom.army.mil/com | DOES | | | | |
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| (End of narrative B002) | | | | | |

Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-0458 MOD/AMD

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| TEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
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| | Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS CLAUSE IN SECTION UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B | D | | | |
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| | SHIP TO: (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. | | | | |
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Reference No. of Document Being Continued

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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORPORATION

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Regulatory Cite Title Date

52.211-4072 TECHNICAL DATA PACKAGE INFORMATION JAN/2005
(TACOM)

The following "X"d item applies to this solicitation:

- [X] There is no Technical Data Package (TDP) included with this solicitation.
- [] The TDP for this solicitation is on a CD ROM and must be ordered. Ordering instructions can be obtained at Uniform Resource locator (URL): http://contracting.tacom.army.mil/bidreq.htm
- [] This solicitation contains one, or, more Web located TDPs. If multiple Contract Line Item Numbers (CLINs) are listed, each one will have its own URL just under the CLIN listing. The URL will take you to that CLIN's Web located TDP. To access the TDP, you will have to copy or type the link's URL into your web browser address bar at the top of the screen.

Note: To copy a link from a .pdf file, click on the "Text Select Tool," then highlight the URL, copy and paste it into your browser, and hit the enter key.

CLIN: -1-TDP Link (URL): -2-

C-1

[End of Clause]

C-2 52.211-4010 ACQUISITION OF SOURCE-CONTROLLED PART NUMBER (TACOM)

FEB/1998

Acquisition under this contract is restricted to:

- (1) The manufacturer's part number or numbers set forth in the Schedule or the Technical Data Package; and
- (2) Other manufacturer's part numbers that are physically, functionally, and mechanically interchangeable with the manufacturer's part number(s) listed in the Technical Data Package; provided (i) that these nonlisted part numbers have been furnished to one of the approved manufacturers listed in the Technical Data Package, which firm has then, without making any changes in the characteristics or properties of the part, redesignated that part with one of the approved part numbers; and (ii) that firms tendering a nonlisted part number as described in this paragraph (2) have executed the provision 52.211-4038 entitled REPRESENTATION OF INTENT TO SUPPLY A SOURCE-CONTROLLED ITEM herein.

[End of Clause]

C-3 52.211-4018 ACQUISITION OF MANUFACTURER'S PART NUMBER MAY/1996 (TACOM)

This acquisition is restricted to the item description set forth in the Schedule which specifies a manufacturer's part number. Since complete Government data for the item are not available, it is understood and agreed that references to specifications and drawings herein shall be deemed to include all changes or revisions thereto which the contractor has made effective as of the date of delivery of any of the items provided for in this contract; provided, that no such change or revision which affects the interchangeability of the item (ability to be interchanged with previous parts or to connect with all mating parts when assembled) shall be effected without the approval of the Procuring Contracting Officer. The contractor agrees that he will furnish to the Administrative Contracting Officer or Government Inspector, for the purpose of making inspection under any resulting contract, copies of the applicable specifications and drawings indicating all changes or revisions.

Reference No. of Document Being Continued

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Name of Offeror or Contractor: Canadian Commercial Corporation

SECTION D - PACKAGING AND MARKING

| | Regulatory Cite | Title | Date |
|-----|-----------------|---|----------|
|)-1 | 52.211-4516 | PACKAGING REQUIREMENTS (SELECTIVE GROUP PACKAGING REQUIREMENTS) | NOV/2005 |

- (a) Military preservation, packing, and marking for this contract shall be accomplished in accordance with the specific requirements identified below and all the applicable requirements of MIL-STD-2073-1, Revision D, Dated 15 Dec 1999 including Notice 1, Dated 10 May 2002.
 - (1) LEVEL OF PRESERVATION: Military
 - (2) LEVEL OF PACKING: B
 - (3) QUANTITY PER UNIT PACKAGE: 001
- (b) MIL-STD-2073-1, Appendix J establishes and defines codes used in describing military packaging methods and materials. The following codes from Appendix J apply:
 - (1) Preservation Method Code: GX (Table j.i. and j.ia.)
 - (2) Cleaning Procedure Code: 1 (Table j.ii)
 - (3) Preservative Material Code: 00 (Table j.iii)
 - (4) Wrapping Material Code: XX (Table j.iv)
 - (5) Cushioning and Dunnage Code: XX (Table j.v)
 - (6) Thickness of Cushioning or Dunnage Code: X (Table j.vi)
 - (7) Unit Container Code: NS (Table j.vii)
 - (8) Intermediate Container Code: ED (Table j.vii)
 - (9) Quantity per Intermediate Container Code: AAA (Appendix J.4.11)
 - (10) Packing Code: H (Table j.IX and J.IXa)
 - (11) Special Marking Code: 39 (Table j.x)
- (c) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage
 - (d) Marking:
- (1) All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P(3), dated 29 Oct. 2004, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material. NOTE: Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors much check the solicitation and/or contract for this clause.
- (2) Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. DVD shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin,

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Red River, Anniston). Packing lists are required in accordance with the Standard, see paragraph 5.3.

- (3) Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee."
- (4) Commercial software may be used to generate a Military Shipment Label / Issue Receipt Document (MSL/IRRD)including the required Code 39 and 2D(PDF417) bar codes. However, the commercial software must produce labels/documents which comply with the requirements of MIL-STD-129P. Contractors shall insure that the ship to and mark for in-the-clear delivery address is complete including: consignees name, organization, department name, office, building, room, street address, city, state, country code, and DODAAC. (Army developed software, for creating MSL/IRRD previously available to those with government contracts is no longer supported.)
- (e) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program. In addition, wood used as dunnage for blocking and bracing shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.
- (f) These packaging requirements are intended to provide protection against environmentally induced corrosion and deterioration, physical and mechanical damage, and other forms of degradation during storage, multiple handling, and shipment associated with the military distribution system. The Government encourages contractors to submit requests for changes that will result in savings or improve the packaging. Please submit request for changes in accordance with the RFD clause of the contract. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing at contractors expense.
 - (g) Hazardous Materials(as applicable):
- (1) Hazardous Materials is defined as a substance or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)
- (2) Packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:
 - International Air Transport Association (IATA) Dangerous Goods Regulations
 - International Maritime Dangerous Goods Code (IMDG)
 - Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
 - Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO P4030.19/DLAM 4145.3 (for military air shipments).
- (3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.
- A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.
 - (h) SUPPLEMENTAL INSTRUCTIONS: PACKAGE AT AN APPROVED ESD WORK STATION

[End of Clause]

D-2 252.211-7003 ITEM IDENTIFICATION AND VALUATION (Alternate I version dated April JUN/2005 2005)

NOTE: Paragraph (a) comes after paragraphs (b) through (d) below. It was placed there because it's content is inconsequentical as none of the definitions contained therein are used in this Alternate I version of this DFARS clause.

| CONTINUATION SHEET | Reference No. of Document Being Continued | | | | |
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- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) For each item delivered under a contract line, subline, or exhibit line item under paragraph (b) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report the Governments unit acquisition cost.
- (d) The Contractor shall submit the information required by paragraph (c) of this clause in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/UID/DataSubmission.htm.
 - (a) Definitions. As used in this clause --

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machinereadable media.

Concatenated unique item identifier means

- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
- (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/UID/equivalents.html.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machinereadable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency. Governments unit acquisition cost means

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

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Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid_types.html

[End of Clause]

D-3 252.211-7006 RADIO FREQUENCY IDENTIFICATION (reflects DoD Class Deviation 2006- MAY/2006 00003)

Note: This clause requires contractors to affix passive (as defined in the clause) RFID tags at the case and palletized unit load level when shipping parts to the depots shown in paragraph b(1)(ii) below. "New Cumberland" is a part of Susquehanna. Shipements to New Cumberland require RFID tagging where the DoDAAC is either W25GIU or SW3124. Procurement Technical Assistance Centers (PTACs) http://www.dla.mil/db/procurem.htm can assist contractors with this RFID requirement. Check with one in your region.

(a) Definitions. As used in this clause

Advance shipment notice means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

Bulk commodities means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

Case means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

Electronic Product Code\'99 (EPC) means an identification scheme for universally identifying physical objects via RFID tags

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and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC tag data standards will define the length and position of this data, without defining its content.

EPCglobal\'99 means a joint venture between EAN International and the Uniform Code Council to establish and support the EPC network as the global standard for immediate, automatic, and accurate identification of any item in the supply chain of any company, in any industry, anywhere in the world.

Exterior container means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

Palletized unit load means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

Passive RFID tag means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response.

- (1) Until February 27, 2007, the acceptable tags are
 - (i) EPC Class 0 passive RFID tags that meet the EPCglobal Class 0 specification; and
- (ii) EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 specification. This includes both the Generation 1 and Generation 2 Class 1 specifications.
- (2) Beginning March 1, 2007, the only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 Generation 2 specification. Class 0 and Class 1 Generation 1 tags will no longer be accepted after February 28, 2007.

Radio Frequency Identification (RFID) means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

Shipping container means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(b)

- (1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case and palletized unit load packaging levels, for shipments of items that
- (i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:
 - (A) Subclass of Class I Packaged operational rations.
 - (B) Class II Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.
 - (C) Class IIIP Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.
 - (D) Class IV Construction and barrier materials.
 - (E) Class VI $\,$ Personal demand items (non-military sales items).
 - (F) Subclass of Class VIII Medical materials (excluding pharmaceuticals, biologicals, and reagents).
 - (G) Class IX Repair parts and components including kits, assemblies and subassemblies, reparable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

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- (ii) Are being shipped to any of the following locations:
 - (A) Defense Distribution Depot, Susquehanna, PA: DoDAAC W25GlU or SW3124.
 - (B) Defense Distribution Depot, San Joaquin, CA: DoDAAC W62G2T or SW3224.
 - (C) Defense Distribution Depot, Albany, GA: DoDAAC SW3121.
 - (D) Defense Distribution Depot, Anniston, AL: DoDAAC W31G1Z or SW3120.
 - (E) Defense Distribution Depot, Barstow, CA: DoDAAC SW3215.
 - (F) Defense Distribution Depot, Cherry Point, NC: DoDAAC SW3113.
 - (G) Defense Distribution Depot, Columbus, OH: DoDAAC SW0700.
 - (H) Defense Distribution Depot, Corpus Christi, TX: DoDAAC W45H08 or SW3222.
 - (I) Defense Distribution Depot, Hill, UT: DoDAAC SW3210.
 - (J) Defense Distribution Depot, Jacksonville, FL: DoDAAC SW3122.
 - (K) Defense Distribution Depot, Oklahoma City, OK: DoDAAC SW3211.
 - (L) Defense Distribution Depot, Norfolk, VA: DoDAAC SW3117.
 - (M) Defense Distribution Depot, Puget Sound, WA: DoDAAC SW3216.
 - (N) Defense Distribution Depot, Red River, TX: DoDAAC W45G19 or SW3227.
 - (O) Defense Distribution Depot, Richmond, VA: DoDAAC SW0400.
 - (P) Defense Distribution Depot, San Diego, CA: DoDAAC SW3218.
 - (Q) Defense Distribution Depot, Tobyhanna, PA: DoDAAC W25G1W or SW3114.
 - (R) Defense Distribution Depot, Warner Robins, GA: DoDAAC SW3119.
 - (S) Air Mobility Command Terminal, Charleston Air Force Base, Charleston, SC: Air Terminal Identifier Code CHS.
 - (T) Air Mobility Command Terminal, Naval Air Station, Norfolk, VA: Air Terminal Identifier
 - (U) Air Mobility Command Terminal, Travis Air Force Base, Fairfield, CA: Air Terminal Identifier Code SUU.
- (2) Bulk commodities are excluded from the requirements of paragraph (b)(1) of this clause.
- (c) The Contractor shall ensure that
- (1) The data encoded on each passive RFID tag are unique (i.e., the binary number is never repeated on any and all contracts) and conforms to the requirements in paragraph (d) of this clause;
 - (2) Each passive tag is readable; and
- (3) The passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.
- (d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the most recent EPC\'99 Tag Data Standards document, available at http://www.epcglobalinc.org/standards_technology/specifications.html.
- (1) If the Contractor is an EPCglobal\'99 subscriber and possesses a unique EPC\'99 company prefix, the Contractor may use any of the identity types and encoding instructions described in the most recent EPC\'99 Tag Data Standards document to encode tags.

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- (2) If the Contractor chooses to employ the DoD Identity Type, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) Code and shall encode the tags in accordance with the tag identity type details located at http://www.acq.osd.mil/log/rfid/tag_data.htm. If the Contractor uses a third party packaging house to encode its tags, the CAGE code of the third party packaging house is acceptable.
- (3) Regardless of the selected encoding scheme, the Contractor is responsible for ensuring that each tag contains a globally unique identifier.
- (e) Receiving report. The Contractor shall electronically submit advance shipment notice(s) with the RFID tag identification (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at http://www.acq.osd.mil/log/rfid/advance_shipment_ntc.htm.

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SECTION E - INSPECTION AND ACCEPTANCE

| | Regulatory Cite | Title | Date |
|-----|-----------------|-----------------------------------|----------|
| E-1 | 52.246-2 | INSPECTION OF SUPPLIESFIXED-PRICE | AUG/1996 |
| E-2 | 52.246-16 | RESPONSIBILITY FOR SUPPLIES | APR/1984 |
| | | | |
| E-3 | 52.246-15 | CERTIFICATE OF CONFORMANCE | APR/1984 |

- (a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection or inspection and acceptance have occurred.
- (b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.
- (c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.
 - (d) The certificate shall read as follows:

| I certify that on <u>(date)</u> , the <u>(insert Contractor's name)</u> furnished the supplies or services called for by Contract |
|---|
| number via <u>(Carrier)</u> on <u>(Identify the bill of lading or shipping document)</u> in accordance with all |
| applicable requirements. I further certify that the supplies or services are of the quantity specified and conform in all |
| respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking |
| requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached |
| acceptance document. |

| Date o | of Exe | cution: | | |
|--------|--------|---------|------|--|
| Signat | ure: | | | |
| Title: | : | | | |

[End of Clause]

E-4 52.211-4029 INTERCHANGEABILITY OF COMPONENTS (TACOM)

MAY/1994

NOV/2005

- (a) <u>DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL</u>. Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under Government design control.
- (b) <u>WHEN THE POLICY CAN BE WAIVED</u>. The Procuring Contracting Officer (PCO) will consider waiving this policy at your request. If your request reaches the CO after the first production item test has been performed, then we may conduct another first production test at your expense.
 - (c) PRODUCTION OR DELIVERY DELAYS. Any production or delivery delays caused by this retesting will not be the basis for:
 - (1) an "excusable delay" as defined in the DEFAULT clause of this contract.
 - (2) be the basis for an increase in contract price or delivery schedule extension.

[End of clause]

E-5 52.246-4028 INSPECTION AND ACCEPTANCE POINTS: ORIGIN
(TACOM)

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Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION POINT: HONEYWELL ASCA INC. 07217

(Name) (CAGE)

3333 UNITY DRIVE MISSISSAUGA, ONTARIO, CANADA L5L 3S6 (Address) (City) (State) (Zip)

ACCEPTANCE POINT: HONEYWELL ASCA INC. 07217

(Name) (CAGE)

3333 UNITY DRIVE MISSISSAUGA, ONTARIO, CANADA L5L 3S6 (Address) (City) (State) (Zip)

[End of Clause]

E-6 52.246-4048 DRAWINGS FOR INSPECTION FEB/2007

(TACOM)

The Contractor shall make available to the Government Inspector, at the time of production inspection, legible drawings and printed specifications to which the product was manufactured. These drawings and specifications shall be annotated as to the latest revision incorporated therein. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the Contractor.

If the contractor is not the actual manufacturer of the item being procured (i.e dealer, distributor, etc.), and is unable to provide the drawings, a Certificate of Conformance (COC) as outlined in FAR 52.246-15 is acceptable in lieu of the drawings/specifications. The COC must specify both the drawing and specification revision designations (e.g., Revision C) of the items being provided.

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SECTION F - DELIVERIES OR PERFORMANCE

| | Regulatory Cite | Title | Date |
|-----|------------------------|---|----------|
| F-1 | 52.211-17 | DELIVERY OF EXCESS QUANTITIES | SEP/1989 |
| F-2 | 52.242-15 | STOP-WORK ORDER | AUG/1989 |
| F-3 | 52.242-17 | GOVERNMENT DELAY OF WORK | APR/1984 |
| F-4 | 52.247-29 | F.O.B. ORIGIN | FEB/2006 |
| F-5 | 52.247-58 | LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS | APR/1984 |
| F-6 | 52.247-59 | F.O.B. ORIGINCARLOAD AND TRUCKLOAD SHIPMENTS | APR/1984 |
| F-7 | 52.242-4022 (TACOM) | DELIVERY SCHEDULE | SEP/2006 |

- (a) Offers that propose delivery that will not clearly fall within the applicable required delivery schedule specified below MAY BE CONSIDERED NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD. If you believe that the delivery schedule or quantity is unrealistic, contact the buyer listed on the cover sheet of this solicitation at least 14 days prior to solicitation closing date.
 - (b) DEFINITIONS:
- (1) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.
 - (2) DELIVERY is defined as follows:

FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or

FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

- (c) The Government requires delivery to be made according to the following schedule:
 - (1) GOVERNMENT REQUIRED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

ITEM NO. QTY WITHIN DAYS AFTER DATE OF CONTRACT AWARD

N/A

(2) GOVERNMENT REQUIRED DELIVERY SCHEDULE IF THERE IS NO FIRST ARTICLE TEST (FAT), OR IF FAT IS WAIVED

ITEM NO. QTY WITHIN DAYS AFTER DATE OF CONTRACT AWARD

0001AA 183 EA 210 DAYS AT 25 EA PER MONTH

- (d) If the offeror does not propose an accelerated delivery schedule, the required delivery schedule above will apply. If you wish to propose an accelerated delivery schedule at no additional cost, fill in the appropriate information here:
 - (1) OFFERORS PROPOSED ACCELERATED DELIVERY SCHEDULE WITH FIRST ARTICLE TEST (FAT)

ITEM NO. QTY WITHIN DAYS AFTER DATE OF CONTRACT AWARD

N/A

(2) OFFERORS PROPOSED DELIVERY SCHEDULE SHOWN BELOW, WITHOUT FIRST ARTICLE TEST (FAT), IS APPLICABLE TO THIS CONTRACT:

ITEM NO. QTY WITHIN DAYS AFTER DATE OF CONTRACT AWARD

0001AA 183 EA Begin 405 Days After Award, Maximum 20 Each Per Month

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(e) You can accelerate delivery after contract award at no additional cost to the government.

[End of Clause]

VARIATION IN QUANTITY

APR/1984

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(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

ZERO percent increase; and ZERO percent decrease.

(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

F-9 52.247-60 GUARANTEED SHIPPING CHARACTERISTICS

DEC/1989

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

| (i) | Type of "Outer" container: | Wood Box, | Fiber Box _ | X, | Barrel | Reel | Drum | |
|-----|----------------------------|-----------|-------------|----|--------|----------|----------|--|
| | Other (Specify) | | | | | | | |
| | | | | | | | | |

- Shipping configuration: Knocked-down _____, Set-up _X__, Nested ___ (ii) __, Other (specify) __
- (iii) Size of outer container: 0.4 inches (Length), x 12 inches (Width), x 9 inches (Height) = 6 Cubic FT;
- Number of items per outer container ____1 __ Each; (iv)
- Gross weight of outer container and contents ____1 ___ LBS
- (vi) Palletized/skidded _____ Yes ___X No;
- Number of outer containers per pallet/skid N/A
- (viii) Weight of empty pallet bottom/skid and sides ___N/A___
- (ix) Size of pallet/skid and contents ___N/A ____ LBS Cube __N/A
- (x) Number of outer containers or pallets/skids per railcar __

Size of railcar N/A

Type of railcar N/A

(xi) Number of outer containers or pallets/skids per trailer N/A

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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORPORATION

*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation _____

(ii) Tender/Tariff ____;

(iii) Item ____;

The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

[End of FAR Clause]

The following information is provided as guidance in filling out the above clause by paragraph. Note: Disregard asterisk (*) in the clause where it appears.

(a)(1)(i) Type of container (mandatory fill-in):

The type of container is defined as an overpack. This is an outer container usually made of steel, wood, or fiber designed to enclose and protect one or more less durable inner containers. When Other is selected you must also complete (a)(1)(ii) Shipping configuration.

(a)(1)(ii) Shipping configuration:

Complete this information when any one dimension of the item is reduced.

(a)(1)(iii) Size of container (mandatory fill-in):

Outer dimensions of the overpack or other described shipping configuration. Must be provided in inches. The cube shall be provided in cubic feet. The cube is defined as the volume of space occupied by the unit under consideration computed by multiplying overall exterior length, width, and height.

(a)(1)(iv) Number of items per container (mandatory fill-in):

The number of units of issue in the overpack or in the other described shipping configuration.

(a)(1)(v) Gross weight of container and contents (mandatory fill-in):

The combined mass of the overpack containing the packing material and the number of units of issue supplied in pounds.

(a)(1)(vi) Palletized/skidded:

Indicate Yes if overpack or other described shipping configuration is attached to pallet or skid to form a unit load for handling.

(a)(1)(vii) Number of containers per pallet/skid:

Only complete this if you answered Yes to (a)(1)(vi). Containers are the number of overpacks or other described shipping configurations attached to a pallet or skid base.

(a)(1)(viii) Weight of empty pallet bottom/skid and sides:

Only complete this if you answered Yes to (a)(1)(vi) or when the weight of the container and contents in (a)(1)(v) above does not include this weight.

(a)(1)(ix) Size of pallet/skid and contents:

Only complete this if you answered Yes to (a)(1)(vi). Indicate weight in pounds and cube in cubic feet of combined overpack or other described shipping configuration and attached pallet or skid. The cube is defined as the volume of space occupied by the unit under consideration computed by multiplying overall exterior length, width, and height.

(a)(1)(x) Number of containers or pallets/skids per railcar:

Only complete this if you have rail capability and the rail car may be fully utilized. Quantity of overpacks or other described shipping configurations that will fit in a fully utilized railcar. Specify length in feet and type (flat, box, gondola, etc.) of railcar.

(a)(1)(xi) Number of containers or pallets/skids per trailer (mandatory fill-in): Quantity of overpacks or other described shipping

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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORPORATION

configurations that will fit in a fully utilized trailer. Specify length in feet and type (flatbed, van, etc.) of trailer. For import/export shipments in ISO/seavan containers indicate quantity of overpacks or other described shipping configurations fully utilizing the container. Specify length in feet of the ISO/seavan containers.

NOTE: "Fully Utilized" means filling to full visible capacity.

F-10 52.247-65

F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS

JAN/1991

Page 19 of 32

- (a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.
- (b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.
- (c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.
- (d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.
 - (e) Loss and damage claims will be processed by the Government.

[End of Clause]

F-11 52.247-4005

(TACOM)

SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT

AUG/2003

- (a) Unless otherwise directed, shipment items under this contract in following order of priority:
 - (1) Government/Commercial Bill(s) of Lading or US Postal Services;
 - (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
 - (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.
- (b) The Contractor will request:
 - (1) Government Bills of Lading and
- (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or
- (c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

F-12 52.247-4010

TRANSPORTATION DATA FOR FOB ORIGIN OFFERS

FEB/1994

(TACOM)

(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs.

Offeror represents that:

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|--|

| (1) | Facilities for shippi | ng by rail | | | | |
|----------------------------|---|--|---------------------------------------|---------------------------------------|--|--|
| | [] are | | | | | |
| | [X] are not | | | | | |
| available at | the F.O.B. point(s) sta | ted in this solicitation. | | | | |
| (2) | If rail facilities ar | re not available at the F. | O.B. point(s), | the name and loca | ation of the nearest t | eam track is: |
| | (NAME) | | (LOC | CATION) | | |
| (3) | Facilities for shippi | ng by water | | | | |
| | [] are [X] are not | | | | | |
| available at | the F.O.B. point(s) sta | ted in this solicitation. | | | | |
| (4) | Facilities for shippi | ng by motor | | | | |
| | [X] are [] are not | | | | | |
| available at | the F.O.B. point(s) sta | ted in this solicitation. | | | | |
| | If there is a Contracte it below, per unit: | tor Reimbursable Loading | Charge and you o | didn't include it | in the offered unit | price in Section B, |
| | RAIL:/Unit | MOTOR:/U | Jnit WAT | ER: /Ur | nit | |
| | | BLE LOADING CHARGE (NOT A | | | E) ON A PER UNIT BASIS | . THE UNIT |
| the above infin Section B. | ormation for loading ch These costs include: | ge listed above in the over larges, we will consider a (i) loading, (ii) bloom F.O.B. carrier's equipme | all costs associa cking, (iii) bra | ated with loading acing, (iv) dray | g to be included in the vage, (v) switching, | e item price offered or (vi) any other |
| Administrativ | e Contracting Officer (| available at the designat ACO). If the ACO tells you transportation to the | ou rail facilit | ies will be used, | | |
| | | DDITIONAL CHARGE FOR RAIL | | | THE CONTRACT PRICE AL | READY INCLUDES ALL |
| | | [E | and of Clause] | | | |
| | | | | | | |
| F-13 | 52.247-4011 FOE (TACOM) | POINT | | | SEP/197 | 8 |
| Delivery near: | on F.O.B. origin offer | rs will be F.O.B. Carrier' | s equipment, wha | arf, or freight s | station, at the Govern | ment's option, at or |
| (1) | Contractor's Plant: | MISSISSAUGA, ONTARIO | CANADA | L5L 3S6 | | _ |
| . , | | (City) | (State) | (ZIP) | (County) | |
| (2) | Subcontractor's Plant: | | | | | |
| | | (City) | (State) | (ZIP) | (County) | |
| | | [End | of Clause] | | | |

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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORPORATION

| | (TACOM |) ADDRESSES | | |
|---------|----------|------------------------|------------------------|-------------------------------|
| Rail/ | MILSTRIP | | | |
| Motor | Address | Rail | Motor | Parcel Post |
| SPLC* | Code | Ship To: | Ship To: | Mail To: |
| 206721/ | W25G1U | Transportation Officer | Transportation Officer | Transportation Officer |
| 209405 | | Defense Dist Depot | Defense Dist Depot | Defense Dist Depot |
| | | Susquehanna | Susquehanna | Susquehanna |
| | | New Cumberland, PA | New Cumberland, PA | New Cumberland, PA 17070-5001 |

NOTE: All deliveries to New Cumberland MUST be scheduled at least 10 days prior to the delivery date. The carrier or contractor must call the New Cumberland DDSP customer service number, 800-307-8496 and provide the following information: contract number, item name, National Stock Number, total weight and cube, and vendor. All shipments to this MILSTRIP address code (W25G1U) are for mission stock and they will need to know that as well, but if you have instructions from the Contracting Officer to use MILSTRIP address code W25N14 instead, you must inform the appointment-taker that the delivery is for Consolidation and Containerization Point (CCP) stock. Appointments for FOB Origin shipments should be coordinated with DCMA Transportation.

| 875670/ 875675 | W62G2T | Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000 | Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000 | Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130 |
|-------------------|--------|--|---|---|
| 471995/ 471996 | W31G1Z | Transportation Officer Anniston Army Depot, Bynum, AL | Transportation Officer Anniston Army Depot, Bynum, AL | Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021 |
| 209741/ 209770 | W25G1R | Transportation Officer Letterkenny Army Depot, Culbertson, PA | Transportation Officer Letterkenny Army Depot, Chambersburg, PA | Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150 |
| 661136/ 661157 | W45G19 | Transportation Officer Red River Army Depot, Defense, TX | Transportation Officer Red River Army Depot, Texarkana, TX | Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000 |
| 764538/ 764535 | W67G23 | Transportation Officer Tooele Army Depot, Warner, UT | Transportation Officer Tooele Army Depot, Tooele, UT | Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003 |

^{***}SPLC indicates Standard Point Locator Code.

 ${\underline{\mathtt{NOTE:}}}$ The following is applicable ${\underline{\mathtt{only}}}$ when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot Red River Army Depot Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

| | CONTINUATION | ı CTT | Refer | ence No. | of Document | Being Continue | ed | | Page 22 of 32 |
|---------|-------------------------|--------------------|---------------------------|-----------|-------------|----------------|----------|------|---------------|
| | CONTINUATION | | W56HZV- | 07-C-0458 | MOD/AMD | | | | |
| Name | of Offeror or Contracto | r: ca | ANADIAN COMMERCIAL CORPOR | RATION | | | | | |
| SECTION | G - CONTRACT ADMINIS | TRATIO | ON DATA | | | | | | |
| | PRON/ | | | | | JOB | | | |
| LINE | , | BLG | | | | ORDER | ACCOUNTI | NG | OBLIGATED |
| TEM_ | | | ACCOUNTING CLASSIFICATION | | ~~~112 | <u>NUMBER</u> | STATION | | AMOUNT |
| 001AA | EH7Y1344EH AA 060011 | 2 9 | 97 X4930AC9D 6D | 26KB | S20113 | | W56HZV | \$ | 167,994.00 |
| | | | | | | | TOTAL | \$ | 167,994.00 |
| ERVICE | | | | | | ACCOU | NTING | | OBLIGATED |
| IAME | TOTAL BY ACI | <u>RN</u> <u>2</u> | ACCOUNTING CLASSIFICATION | <u> </u> | | STATI | ON | | AMOUNT |
| rmy | AA | 9 | 97 X4930AC9D 6D | 26KB | S20113 | W56HZ | V | \$ _ | 167,994.00 |
| | | | | | | | TOTAL | \$ | 167,994.00 |
| ACRN | EDI ACCOUNTING CLASS | | | | | | | | |
| LΆ | 97 0X0X4930AC9D | | 113 76D0000060011000002 | | | S20113 | | | |
| | Regulatory C: | · + ~ | | | itle | | | | Date |

When submitting a request for payment, the Contractor shall--

G-2

252.204-7006 BILLING INSTRUCTIONS

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

OCT/2005

(b) Separately identify a payment amount for each contract line item included in the payment request.

[End of Clause]

G-3 52.204-4011 PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE OCT/2005 (TACOM) (DFAS)

In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

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Name of Offeror or Contractor: Canadian Commercial Corporation

SECTION H - SPECIAL CONTRACT REQUIREMENTS

| | Regulatory Cite | Title | <u>Date</u> |
|-----|-----------------|--|-------------|
| H-1 | 252.204-7000 | DISCLOSURE OF INFORMATION | DEC/1991 |
| H-2 | 252.225-7001 | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM | JUN/2005 |
| H-3 | 252.225-7002 | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS | APR/2003 |
| H-4 | 252.225-7013 | DUTY-FREE ENTRY | JUN/2005 |
| H-5 | 252.225-7033 | WAIVER OF UNITED KINGDOM LEVIES | APR/2003 |
| H-6 | 252.231-7000 | SUPPLEMENTAL COST PRINCIPLES | DEC/1991 |
| H-7 | 252.246-7000 | MATERIAL INSPECTION AND RECEIVING REPORT | MAR/2003 |
| H-8 | 252.217-7026 | IDENTIFICATION OF SOURCES OF SUPPLY | NOV/1995 |

- (a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.
 - (b) The apparently successful Offeror agrees to complete and submit the following table before award:

| LARLE |
|-------|
|-------|

| | National | Commercial | | | | |
|--------------|------------------|------------|--------------------|----------------------|-----------|--------|
| Line | Stock | Item | | Source of Supply | | Actual |
| <u>Items</u> | Number | (Y or N) | Company | Address | Part No. | Mfg?_ |
| ALL | 5999-01-184-6654 | N | HONEYWELL ASCA INC | 3333 UNITY DRIVE | 1026248-1 | Y |
| | | | | MISSISSAUGA, ONTARIO | | |
| | | | | CANADA L5L 3S6 | | |

- (1) List each item of supply and item of technical data.
- (2) If there is no national stock number, list "none."
- (3) Use \underline{Y} if the item is a commercial item; otherwise use \underline{N} . If \underline{Y} is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use \underline{Y} if the source or supply is the actual manufacturer; \underline{N} if it is not; and \underline{U} if unknown.

[End of Clause]

H-9 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING

SEP/2004

- (a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/
- (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr.gov/. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)
- (c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awd.htm

Rock Island: https://aais.ria.army.mil/AAIS/AWDINFO/index.htm Picatinny: http://procnet.pica.army.mil/dbi/DynCBD/award.cfm

Red River Army Depot: http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm

Anniston Army Depot: http://www.anadprocnet.army.mil/

| CONTINUATION SHEET | Reference No. of Document Be | Page 24 of 32 | |
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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORPORATION

- (d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.
- (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".
- (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/dpap/ebiz/VANs.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.
- (e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: http://contracting.tacom.army.mil/ebidnotice.htm
 - (f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

H-10 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS SEP/2006 (TACOM)

- (a) The Contractor may use either the Material Inspection and Receiving Report (DD 250) or Wide Area Workflow (WAWF) to process receiving reports for inspection, acceptance, and payment. Use only one method per contract; not both.
- (b) If you are using the Material Inspection and Receiving Report (DD 250), use one of the following methods to send each DD 250 pertaining to this contract to us:
 - (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil
 - (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:
 - (586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfopage2126.html

(c) If you are using Wide Area Workflow (WAWF) instead of DD 250s, we may require copies of the WAWF Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) above to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

| CONTIN | ITTA TITA | MI CI | TETT |
|--------|-----------|--------|------|
| | WAII | 717 71 | |

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Name of Offeror or Contractor: CANADIAN COMMERCIAL CORPORATION

SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://farsite.hill.af.mil/

| | Regulatory Cite | Title | Date |
|------|-----------------|--|----------|
| I-1 | 52.202-1 | DEFINITIONS | JUL/2004 |
| I-2 | 52.203-3 | GRATUITIES | APR/1984 |
| I-3 | 52.203-5 | COVENANT AGAINST CONTINGENT FEES | APR/1984 |
| I-4 | 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | SEP/2006 |
| I-5 | 52.203-7 | ANTI-KICKBACK PROCEDURES | JUL/1995 |
| I-6 | 52.203-8 | CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | JAN/1997 |
| I-7 | 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | JAN/1997 |
| I-8 | 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | SEP/2005 |
| I-9 | 52.204-4 | PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER | AUG/2000 |
| I-10 | 52.208-9 | CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES | JUL/2004 |
| I-11 | 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | SEP/2006 |
| I-12 | 52.211-5 | MATERIAL REQUIREMENTS | AUG/2000 |
| I-13 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | SEP/1990 |
| I-14 | 52.215-2 | AUDIT AND RECORDS - NEGOTIATIONS | JUN/1999 |
| I-15 | 52.215-8 | ORDER OF PRECEDENCEUNIFORM CONTRACT FORMAT | OCT/1997 |
| I-16 | 52.215-11 | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATAMODIFICATIONS | OCT/1997 |
| I-17 | 52.215-13 | SUBCONTRACTOR COST OR PRICING DATA MODIFICATIONS | OCT/1997 |
| I-18 | 52.215-14 | INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997)) | OCT/1997 |
| I-19 | 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | MAY/2004 |
| I-20 | 52.222-1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES | FEB/1997 |
| I-21 | 52.222-19 | CHILD LABORCOOPERATION WITH AUTHORITIES AND REMEDIES | JAN/2006 |
| I-22 | 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB/1999 |
| I-23 | 52.222-26 | EQUAL OPPORTUNITY | MAR/2007 |
| I-24 | 52.222-35 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | SEP/2006 |
| I-25 | 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | JUN/1998 |
| I-26 | 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | SEP/2006 |
| I-27 | 52.223-3 | HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA | JAN/1997 |
| I-28 | 52.225-8 | DUTY-FREE ENTRY | FEB/2000 |
| I-29 | 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | FEB/2006 |
| I-30 | 52.227-1 | AUTHORIZATION AND CONSENT | JUL/1995 |
| I-31 | 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | AUG/1996 |
| I-32 | 52.227-3 | PATENT INDEMNITY | APR/1984 |
| I-33 | 52.229-4 | FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT) | APR/2003 |
| I-34 | 52.229-6 | TAXESFOREIGN FIXED-PRICE CONTRACTS | JAN/1991 |
| I-35 | 52.232-1 | PAYMENTS | APR/1984 |
| I-36 | 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | FEB/2002 |
| I-37 | 52.232-9 | LIMITATION ON WITHHOLDING OF PAYMENTS | APR/1984 |
| I-38 | 52.232-11 | EXTRAS | APR/1984 |
| I-39 | 52.232-16 | PROGRESS PAYMENTS (Alternate I dated March 2000) (This clause only applies to small businesses.) | APR/2003 |
| I-40 | 52.232-17 | INTEREST | JUN/1996 |
| I-41 | 52.232-25 | PROMPT PAYMENT | OCT/2003 |
| I-42 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION | OCT/2003 |
| I-43 | 52.233-1 | DISPUTES | JUL/2002 |
| I-44 | 52.233-3 | PROTEST AFTER AWARD | AUG/1996 |
| I-45 | 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM | OCT/2004 |
| I-46 | 52.242-4 | CERTIFICATION OF INDIRECT COSTS | JAN/1997 |
| I-47 | 52.242-13 | BANKRUPTCY | JUL/1995 |
| I-48 | 52.243-1 | CHANGESFIXED-PRICE | AUG/1987 |
| I-49 | 52.244-2 | SUBCONTRACTS | AUG/1998 |
| I-50 | 52.244-5 | COMPETITION IN SUBCONTRACTING | DEC/1996 |

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| | Regulatory Cite | Title | Date |
|------|-----------------|---|----------|
| I-51 | 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS | SEP/2006 |
| I-52 | 52.246-23 | LIMITATION OF LIABILITY | FEB/1997 |
| I-53 | 52.247-1 | COMMERCIAL BILL OF LADING NOTATIONS | FEB/2006 |
| I-54 | 52.247-63 | PREFERENCE FOR U.SFLAG AIR CARRIERS | |
| I-55 | 52.247-68 | REPORT OF SHIPMENT (REPSHIP) | FEB/2006 |
| I-56 | 52.248-1 | VALUE ENGINEERING | |
| I-57 | 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) | MAY/2004 |
| I-58 | 52.249-8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | APR/1984 |
| I-59 | 52.253-1 | COMPUTER GENERATED FORMS | JAN/1991 |
| I-60 | 252.203-7001 | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES | DEC/2004 |
| I-61 | 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| I-62 | 252.209-7004 | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal | MAR/1998 |
| | | Register 27 Mar 98 | |
| I-63 | 252.211-7005 | SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS | NOV/2005 |
| I-64 | 252.215-7000 | PRICING ADJUSTMENTS | DEC/1991 |
| I-65 | 252.225-7012 | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES | JUN/2004 |
| I-66 | 252.225-7014 | PREFERENCE FOR DOMESTIC SPECIALTY METALS (Alternate I dated April 2003) | JUN/2005 |
| I-67 | 252.225-7015 | RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS | JUN/2005 |
| I-68 | 252.225-7016 | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS | MAR/2006 |
| I-69 | 252.225-7031 | SECONDARY ARAB BOYCOTT OF ISRAEL | |
| I-70 | 252.225-7041 | CORRESPONDENCE IN ENGLISH | JUN/1997 |
| I-71 | 252.225-7042 | AUTHORIZATION TO PERFORM | APR/2003 |
| I-72 | 252.229-7000 | INVOICES EXCLUSIVE OF TAXES OR DUTIES | JUN/1997 |
| I-73 | 252.232-7004 | DOD PROGRESS PAYMENT RATES | OCT/2001 |
| I-74 | 252.232-7008 | ASSIGNMENT OF CLAIMS (OVERSEAS) | JUN/1997 |
| I-75 | 252.232-7010 | LEVIES ON CONTRACT PAYMENTS | SEP/2005 |
| I-76 | 252.233-7001 | CHOICES OF LAW (OVERSEAS) | JUN/1997 |
| I-77 | 252.242-7003 | APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS | DEC/1991 |
| I-78 | 252.243-7001 | PRICING OF CONTRACT MODIFICATIONS | DEC/1991 |
| I-79 | 252.243-7002 | REQUESTS FOR EQUITABLE ADJUSTMENT | MAR/1998 |
| I-80 | 252.244-7000 | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS) | NOV/2005 |
| I-81 | 252.247-7023 | TRANSPORTATION OF SUPPLIES BY SEA | MAY/2002 |
| I-82 | 252.247-7024 | NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA | MAR/2000 |
| I-83 | 52.223-7 | NOTICE OF RADIOACTIVE MATERIALS | JAN/1997 |

- (a) The Contractor shall notify the Contracting Officer or designee, in writing 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).
- (b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-
 - (1) Be submitted in writing;
 - (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
- (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.
- (c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or

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subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

[End of Clause]

I-84 52.217-4001 (TACOM)

SEPARATELY PRICED OPTION FOR INCREASED QUANTITY

FEB/2007

- (TACON)
- (a) The Government may require the delivery of the numbered item, identified in the schedule as an option item, in the quantity and at the price stated in the schedule. This option may be exercised by the Government at any time, but in any event not later than 300 days after either (i) award or, if FAT is required, (ii) after FAT approval. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.
- (b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.
- (c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

[End of Clause]

I-85 52.204-7

CENTRAL CONTRACTOR REGISTRATION

JUL/2006

- (a) Definitions. As used in this clause--
- "Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.
 - "Commercial and Government Entity (CAGE) code" means-
 - (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."
- "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.
- "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.
 - "Registered in the CCR database" means that-
- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record ``Active''. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

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- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
 - (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
 - (1) An offeror may obtain a DUNS number
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com/ ; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
 - (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and Zip Code.
 - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

- (i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:
 - (A) Change the name in the CCR database;
 - (B) Comply with the requirements of Subpart 42.12 of the FAR;
 - (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.
- (g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at http://www.ccr.gov/ or by calling 1-888-227-2423, or 269-961-5757.

[End of Clause]

I-86 52.222-39

NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR

DEC/2004

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board Division of Information 1099 14th Street, N.W. Washington, DC 20570 1-866-667-6572 1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at http://www.nlrb.gov .

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations,

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Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

- (e) The requirement to post the employee notice in paragraph (b) does not apply to-
 - (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
- (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
 - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--
- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor-Management Standards website at http://www.olms.dol.gov; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

[End of Clause]

T - 8752 223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

- (a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Evironnmental Protection Agency designates in 40 CFR part 82 as--
 - (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 - (2) Class II, including but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _ _, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

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I-88 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.
- (b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

DEC/1991

[End of Clause]

I-89 252.223-7001 HAZARD WARNING LABELS

- (a) <u>Hazardous material</u>, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.
- (b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:
 - (1) Federal Insecticide, Fungicide and Rodenticide Act;
 - (2) Federal Food, Drug and Cosmetics Act;
 - (3) Consumer Product Safety Act;
 - (4) Federal Hazardous Substances Act; or
 - (5) Federal Alcohol Administration Act.
- (c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

| MATERIAL (If None, Insert None.) | <u>ACT</u> |
|----------------------------------|------------|
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- (d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.
- (e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Clause]

I-90 252.229-7001 TAX RELIEF JUN/1997

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: (Offeror insert) RATE (PERCENTAGE): (Offeror insert)

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

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(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

[End of Clause]

I-91 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005 (TACOM)

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website: http://contracting.tacom.army.mil/ebidnotice.htm
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.